

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 12	
2. CONTRACT NO. N00104-01-A-Q570		3. AWARD.EFFECTIVE DATE 16 Aug 2001		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL: ▶		a. NAME				b. TELEPHONE NUMBER (No collect calls)	
9. ISSUED BY DEPARTMENT OF THE NAVY NAVAL INVENTORY CONTROL POINT 5450 CARLISLE PIKE MECHANICSBURG, PA 17055-0788 POC: TERRI S. BAXTER/CODE 0272.15 PHONE: (717) 605-2003 EMAIL: TERRI_S_BAXTER@ICPMECH.NAVY.MIL		CODE N00104		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: %FOR <input type="checkbox"/> SMALL BUSINESS SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING DO-C9E 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SPECIFIED ON EACH ORDER		CODE		16. ADMINISTERED BY BASIC AGREEMENT – SAME AS BLOCK 9 ORDERS – AS CITED ON EACH INDIVIDUAL ORDER		CODE N00104	
17a. CONTRACTOR/OFFEROR DLT SOLUTIONS 360 Herndon Parkway Suite 700 Herndon, VA 20170		CODE 0S0H9 FACILITY		18a. PAYMENT WILL BE MADE BY SPECIFIED ON EACH ORDER			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE ATTACHMENT A – PRICING GSA SCHEDULE GS-35F-4543G APPLIES REMIT TO: SAME AS BLOCK 17a.						
25. ACCOUNTING AND APPROPRIATION DATA N/A – SPECIFIED ON EACH ORDER						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO <input checked="" type="checkbox"/> ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE _____ OFFER <input type="checkbox"/> DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5). INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR /S/				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) /S/			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Jacqueline Biggio Director of Comp. Vendors		30c. DATED SIGNED 16 Aug 2001		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) R. L. KLINGER CONTRACTING OFFICER		31c. DATE SIGNED 16 Aug 2001	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
				42a. RECEIVED BY (Print)		40. PAID BY	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42b. RECEIVED AT (Location)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42c. DATE REC'D (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

TERMS AND CONDITIONS

Pursuant to General Services Administration (GSA) Federal Supply Services (FSS) Contract Number GS-35F-4543G, DLT Solutions, Inc. agrees to the following terms of a Blanket Purchase Agreement (BPA) with the Naval Inventory Control Point (NAVICP). All orders placed against this BPA are subject to the terms and conditions of the FSS Contract. The items covered by this BPA are set forth in Attachment A. License terms and conditions applicable to products acquired under this BPA are defined in the DLT Solutions, Inc. Government License Agreement included in GSA Schedule SIN 132-33, 132-34, 132-50, 132-51 and as shown in Attachment B.

Attachment A	Pricing Matrix
Attachment B	HiSoftware End-Users License Agreement
Attachment C	HiSoftware Support and Maintenance

1. **Delivery Orders.** The scope of this effort is worldwide. Delivery requirements will be stipulated on Delivery Orders. An order, either a Standard Form (SF) 1449 or Department of Defense (DD) Form 1155, is prepared by the Government Ordering Officer (a duly warranted Contracting Officer whose warrant authorizes purchases from the GSA Schedule) in accordance with the terms and conditions of this BPA and the GSA Schedule. Customers view ordering information by accessing the following DLT's web site: www.dlt.com/contract/508bpa.htm. Orders may be placed by Electronic Data Interchange (EDI), credit card, facsimile, or paper as shown below:

Please address all purchase orders to:

DLT Solutions
POC – Cindy Clarkson
360 Herndon Parkway, Suite 700
Herndon, VA 20170

Fax: 703-709-8450

Phone: 1-888-223-7083

703-708-9623

E-mail: sales@dlt.com

Cindy.Clarkson@dlt.com

Written Orders under this BPA must include:

- End user's name
- End user's phone number
- End user's e-mail address
- Billing address
- Ship to address
- Special instructions
- If prime contractor, must include government contract reference
- Signature

Credit Card Orders

Please contact:

DLT Solutions, Inc.
POC - Cindy Clarkson
Phone: 1-888-223-7083
703-708-9623

When calling in credit card orders please have the following information:

- Credit Card information (number, expiration, name as it appears on card, billing address for the card).
- End user's name
- End user's phone number
- End user's e-mail address
- Billing address
- Ship to address
- Special instructions

2. **Extent of Obligation.** The Government estimates, but does not guarantee, that the volume of purchases through this agreement will be \$3M. The Government is obligated only to the extent of authorized purchases actually made under this BPA.

3. **Funds Obligation.** The BPA does not obligate any funds. Funds will be obligated on each delivery order issued hereunder.

4. **BPA Term.** The BPA expires three (3) years after award. However, the continuance of this BPA is contingent upon the Contractor maintaining or renewing its GSA FSS Schedule. The BPA will be reviewed annually to assure currency and a need for continuance.

5. **Authorized Users.** The BPA is open for ordering by all of the Department of Defense (DOD). For purposes of this agreement, DOD is defined as: all DOD Components and their employees, including Reserve Component (Guard and Reserve); other Government employees assigned to and working with DOD; non-appropriated funds instrumentalities such as commissaries and exchanges; Intelligence Community (IC) covered organizations to include all DOD Intel System member organizations and employees, but not the CIA or other IC employees unless they are assigned to and working with DOD organizations; DOD Contractors authorized in accordance with the FAR; authorized Foreign Military Sales (FMS); and the U.S. Coast Guard.

6. **Pricing Terms.** Attachment A provides unit prices as explained below. Prices shall remain constant for the three-year term of the BPA. The prices will, however, be reviewed annually or as required to determine whether a reduction is appropriate in accordance with the price reduction provisions of the agreement. A 2.0% Acquisition, Contracting, and Technical Fee is included in the prices. The contractor is responsible for the rebate to the Government of all fees that are included in the product pricing (i.e. GSA, ACT), as calculated on the customer orders.

6.1 **Volume Level Discount Prices.** Prices for software are provided at three discount levels as determined by the cumulative sales of products under this agreement. The purchase of HiSoftware Professional Services and Training is not calculated in the aggregate dollar total that determines the discount level. The reduced pricing for the higher discount levels will be available on the first day following

achievement of the dollar value. The Contractor (DLT) is responsible for the tracking of cumulative value and timely notification to the Government when the \$250,000.00 and \$500,000.00 discount levels are achieved.

The parties agree that prior DOD sales amounting to \$31,688.91 shall count towards achieving the next discount level.

6.2 Out-Year Prices. The \$250,000.00 and \$500,000.00 discount levels are achieved by dollar value only and are not governed by agreement year. Purchased quantity that is credited towards the volume discount level is cumulative for the total term of the BPA. Any creditable purchases made in one year are carried forward to the subsequent agreement years to determine the applicable discount level. The unit prices for the discount levels on Attachment A are not subject to upward adjustment during the three-year term. The prices will, however, be reviewed annually to determine whether a reduction is appropriate in accordance with the price reduction provisions of the agreement.

6.3 Price Reduction (Most Favored Customer Prices). The prices under this BPA shall be at least as low as the prices that DLT has under any other GSA FSS, BPA, or contract vehicle under like terms and conditions. If at any time the prices under any other vehicle become lower than the prices in this BPA, this BPA will be modified to include the lower prices.

7. License. Software licenses purchased under this BPA are perpetual software licenses subject to the licensing provisions and the terms of the GSA Contract. Any delivery order issued hereunder will serve as proof of purchase. Upon validation and electronic download of software, customers will be provided an electronic version of the HiSoftware end-user license agreement. The End-User License Agreement shown in Attachment B shall take precedence over any related standard shrinkwrap agreements. Software licenses include telephone and e-mail support for installation and specific technical questions for a period of one (1) year from date of purchase. Telephone support/help desk is available Monday-Friday 8am-5pm EST. E-mail support is available seven days per week, 5 am-11pm EST.

8. Media. This software is currently available on hard copy media at an additional price if desired. The Media Kit contains a copy of the CD, which includes the software and an electronic version of the end-user license agreement.

9. Support and Maintenance. See Attachment C for a full explanation of coverage.

9.1 Support. The software products under this BPA includes a standard warranty for a period of one (1) year from the date of acquisition.

9.2 Maintenance. A full one-year of maintenance for all product releases starting from date of purchase is included in the purchase price. Additional separately priced maintenance is available for purchase after the first year at 15% of license cost annually (see Attachment A for specific pricing). Maintenance purchase entitles users to all upgrades and new releases of licenses under maintenance. Products also include HiSoftware "AutoUpdater" which allows the user to download the latest maintenance and minor releases at their convenience. A user selects the menu shortcut and AutoUpdater will check for any available updates. AutoUpdater supports users who connect through the Internet using a Proxy Server.

10. Professional Services. HiSoftware Professional Services may be purchased from five categories: (1) Consultant/Engineer, (2) Senior Consultant/Engineer, (3) Project Manager/Engineer, (4) Senior Project Manager/Systems Architect, and (5) Director/Engineer. Rates do not include any travel or living expenses. (SIN 132-51 found in the Terms and Conditions of the Federal Supply Schedule contract provides a full explanation of these labor categories and can be found at: <http://www.dlt.com/contract/508bpa.htm>).

11. **4 Hour On-Site Training.** On-Site Training Sessions are available for purchase under the professional services BLINs for a minimum of 4 hours with a 20 attendee maximum. All attendees must be registered users of AccRepair. Labor rates do not include any travel and or per diem expenses.

12. **Delivery.**

12.1 **Lead-time.** The Contractor shall make available current versions of software within 30 days of receipt of order.

12.2 **Delivery Tickets.** Unless otherwise agreed to, all deliveries ordered under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information:

- a. Name of Contractor
- b. GSA Contract Number
- c. BPA Number
- d. Product Description/Model numbers
- e. Delivery order number
- f. Date of purchase
- g. Quantity, unit price and extension of each item (unit prices need not be shown when incompatible with the use of automated systems; provided that the invoice is itemized to show the information)
- h. Date of shipment

13. **Invoicing.** The requirements of a proper invoice are as specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified on the delivery orders issued against the BPA.

14. **Fast Payment Procedure.** The provisions of FAR 52.213-1 FAST PAYMENT PROCEDURE (FEB 1998) are incorporated in this BPA and pertain to Credit Card purchases or other purchase order deliveries. The clause is provided in full text below:

(a) General. The Government will pay invoices based on the Contractor's delivery to a post office or common carrier (or, if shipped by other means, to the point of first receipt by the Government).

(b) Responsibility for supplies.

(1) Title to the supplies passes to the Government upon delivery to --

- (i) A post office or common carrier for shipment to the specific destination; or
- (ii) The point of first receipt by the Government, if shipment is by means other than Postal Service or common carrier.

(2) Notwithstanding any other provision of the contract, order, or blanket purchase agreement, the Contractor shall --

- (i) Assume all responsibility and risk of loss for supplies not received at destination, damaged in transit, or not conforming to purchase requirements; and
- (ii) Replace, repair, or correct those supplies promptly at the Contractor's expense, if instructed to do so by the Contracting Officer within 180 days from the date title to the supplies vests in the Government.

(c) Preparation of invoice.

(1) Upon delivery to a post office or common carrier (or, if shipped by other means, the point of first receipt by the Government), the Contractor shall --

- (i) Prepare an invoice as provided in this contract, order, or blanket purchase agreement; and
- (ii) Display prominently on the invoice "Fast Pay."

(2) If the purchase price excludes the cost of transportation, the Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The Contractor shall not include the cost of parcel post insurance. If transportation charges are stated separately on the invoice, the Contractor shall retain related paid freight bills or other transportation billings paid separately for a period of 3 years and shall furnish the bills to the Government upon request.

(3) If this contract, order, or blanket purchase agreement requires the preparation of a receiving report, the Contractor shall prepare the receiving report on the prescribed form or, alternatively, shall include the following information on the invoice, in addition to that required in paragraph (c)(1) of this clause:

- (i) A statement in prominent letters "No Receiving Report Prepared."
- (ii) Shipment number.
- (iii) Mode of shipment.
- (iv) At line item level --
 - (A) National stock number and/or manufacturer's part number;
 - (B) Unit of measure;
 - (C) Ship-To Point;
 - (D) Mark-For Point, if in the contract; and
 - (E) FEDSTRIP/MILSTRIP document number, if in the contract.

(4) If this contract, order, or blanket purchase agreement does not require preparation of a receiving report on a prescribed form, the Contractor shall include on the invoice the following information at the line item level, in addition to that required in paragraph (c)(1) of this clause:

- (i) Ship-To Point.
- (ii) Mark-For Point.
- (iii) FEDSTRIP/MILSTRIP document number, if in the contract.

(5) Where a receiving report is not required, the Contractor shall include a copy of the invoice in each shipment.

(d) Certification of invoice. The Contractor certifies by submitting an invoice to the Government that the supplies being billed to the Government have been shipped or delivered in accordance with shipping instructions issued by the ordering officer, in the quantities shown on the invoice, and that the supplies are in the quantity and of the quality designated by the contract, order, or blanket purchase agreement.

(e) Fast pay container identification. The Contractor shall mark all outer shipping containers "Fast Pay."

15. Fees and Payments

15.1 GSA Fee. The unit prices include a 1% markup to account for the GSA fee. The contractor is responsible for payment of this fee in accordance with applicable GSA instructions.

15.2 Acquisition, Contracting, and Technical (ACT) Fee. The cost of awarding and administering this BPA is included in the prices charged to ordering activities. The Acquisition, Contracting, and Technical (ACT) fee is 2%. Remittance of the ACT fee shall be made on a calendar quarterly basis (i.e. January – March, April – June, July – September, and October – December) or as otherwise requested by the Program Management Office (PMO) and is due thirty (30) days following the completion of the reporting period. Negative reports are required.

The Navy, Army and Air Force are participating in a fee-sharing program. The contractor shall collect the 2% ACT fee and distribute in accordance with the following procedures. Fee sharing shall be determined by the End User Agency or Service appearing in Column 3 of the monthly Report of Sales. This field shall be notated DON, DOA, DOAF or DOD as appropriate.

ALL SALES:

The amount of ACT Fee due the FMO shall be calculated at 1% for Army sales, 1% for Air Force sales and 2% for all other sales.

Remit ACT Fee to the Financial Management Office (FMO) by corporate or cashier's check made payable to "Treasurer of the United States".

Checks must include the following information to ensure proper crediting of the payment:

BPA N00104-01-A-Q570
DOD HiSoftware Enterprise Software Agreement
ACT Fee

If using overnight or express mail, send check to:
SPAWAR Systems Center Charleston
Attn: Jakki Rightmeyer
Norfolk Office
Code 6411.2
9456 Fourth Avenue
Norfolk, VA 23511-2130

If using regular mail, send check to:
SPAWAR Systems Center Charleston
Attn: Jakki Rightmeyer
Norfolk Office
Code 6411.2
P.O. Box 1376
Norfolk, VA 23501-1376

ARMY SALES:

The amount of ACT Fee due DFAS Pensacola shall be calculated at 1% of all Army sales.

Remit ACT Fee to DFAS Pensacola by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA N00104-01-A-Q570
SCP Fee Reimbursement

***Checks must be accompanied by a transmittal letter (sample enclosed) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:
Defense Finance & Accounting Service
Code FD
Attn: DFAS-PE (FD-SCP)
130 West Avenue, Suite A
Pensacola, FL 32508

Mail a copy of the check and letter to:
CECOM-Systems Management Center
U.S. Army Small Computer Program
AMSEL-DSA-SCP (Attn: Cheryl Gregory)
Fort Monmouth, NJ 07703-5605

AIR FORCE SALES:

The amount of ACT Fee due DFAS Pensacola shall be calculated at 1% of all Air Force sales.

Remit ACT Fee to DFAS Pensacola by corporate or cashier's check made payable to "Treasurer of the United States" notated with the following information:

BPA N00104-01-A-Q570

ESI-SW Fee Sharing

*** Checks must be accompanied by a transmittal letter (sample enclosed) that cites the applicable accounting data to ensure proper crediting of the payment.

Send check and transmittal letter to:
DFAS OPLOC/PE
Building 603-2, Code FDA-SSG
130 West Avenue, Suite A
Pensacola, FL 32508-5120

Mail a copy of the check and letter to:
HQ SSG/ITS
Attn: Bob Hamrick, Bldg 884, Rm 1437
501 East Moore Drive
MAFB-Gunter Annex, AL 36114-3004

16. Reports

16.1 Report of Sales. Consistent with Clause C.22 of the GSA Schedule, a Report of Sales as described herein shall accompany the remittance of the ACT Fees to enable verification of the fee amounts rendered. Submission of the Report of Sales shall be made on a monthly basis or as otherwise requested by the PMO. In addition to the regular monthly submissions, a Report of Sales shall also accompany the ACT Fee payment. The Report of Sales shall be submitted to the FMO, PMO and PCO in electronic format within fifteen (15) days following the completion of the monthly reporting period. The Report of Sales shall contain, but is not limited to, the following data: a list of orders by Ordering Activity; BLIN's ordered; BLIN prices; value of orders; status of orders; and cumulative sales data for the month, quarter, year, and BPA to date.

16.2 Records. The Contractor shall maintain archival copies of all orders for the life of the BPA. Copies shall be made available to the Government upon request.

17. Compliances

17.1 YEAR 2000 Compliance. All products provided under this BPA shall be Y2K compliant as defined in FAR 39.002.

17.2 JTA Compliance. All products offered shall comply with the appropriate Publicly Available Standards (PAS) (i.e., TIA, EIA, ANSI, IEEE, ISO) and the applicable DOD information technology standards contained in the Joint Technical Architecture (JTA). At a minimum, all deliverables must be Level 5 Defense Information Infrastructure Common Operating Environment (DII COE) compliant as defined in the Integration and Runtime Specification (I&RTS), Appendix B: Compliance Checklists. More information on DOD standards can be found at <http://www.itsi.disa.mil>.

17.3 508 of the Rehabilitation Act Compliance. Orders issued under this BPA must consider the requirements of FAR 39.2 which implements section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Section Accessibility Standards (36 CFR part 1194). Information on HiSoftware product accessibility can be found at <http://hisoftware.com/compliance/compliance.htm>.

18. **ITEC Direct.** ITEC Direct is the Navy's World Wide Web accessible shopping and order processing tool and can be viewed at <http://www.itec-direct.navy.mil>. The following requirements apply to this BPA:

- a. Any acquisition vehicle resulting from this solicitation may be placed in the Department of the Navy's (DON) ITEC Direct system as part of the DON Information Technology Electronic Commerce (ITEC) Direct Project. The contractor shall insure that the data and information obtained through ITEC Direct is current, accurate, complete, and relevant to the acquisition vehicle.
- b. The Contractor shall maintain a database of prices with the required and relevant information and links to technical specifications to be accessible by ITEC Direct in a distributed database environment.
- c. The Contractor shall maintain coordinated and integrated hypertext links to ITEC Direct from their World Wide Web site(s) to the ITEC Direct site and shall insure the integrity of any data and information posted on their web sites or in the ITEC Direct web site for their acquisition vehicle. This effort may require the Contractor to adapt their practices so that electronic commerce can be conducted through ITEC Direct to the vendor.
- d. The Contractor shall provide EC/EDI capabilities and accept and respond to secure on-line orders and customer requests consistent with the terms of this acquisition vehicle.
- e. As the DOD E-Mall and ITEC Direct technical requirements, environment and architecture evolve, the Contractor shall adapt its business processes at no additional cost to the government.

This BPA may also be loaded into the electronic catalog systems of other DoD agencies.

19. **Users' Ordering Guide.** The Contractor shall develop a Users' Ordering Guide in coordination with the Government. The Ordering Guide is required within 30 days of BPA issuance and made available on the Contractor's home page. This guide shall be continuously updated as required. The guide shall contain all information necessary for geographically dispersed activities to place orders, including, as a minimum:

- a. Complete list of products available, with appropriate BLINs and associated prices
- b. Government and Contractor Points of Contact
- c. Description of the ordering process
- d. Program Terms and Conditions
- e. License Terms and Conditions
- f. Information necessary to complete a DD350

20. **Marketing.** The Contractor must dedicate reasonable resources to this effort and work to market and advertise this agreement consistent with Clause C.37 of the GSA Schedule. Possible actions include: advertising resultant vehicles on the contractor's Internet site and advertising the agreement at relevant trade shows and news media geared to Government/DOD IT people.

21. **Technology Improvement.** The Government may solicit and the BPA holder is encouraged to propose independently, technology improvements to the BPA. Proposals shall be submitted by the BPA holder and include a description of the products and/or services, an electronic copy of the pricing tables, technical literature that describes the products and/or services, and evidence of inclusion on GSA schedule.

22. **Substitution and Technology Refreshment.** If at any time during the life of this BPA, the original manufacturer of the equipment (includes software, hardware and firmware) schedules the products for discontinuation, improvement and/or replacement, the BPA holder shall provide a proposal to include the

new or revised products on the BPA under the appropriate line items. Proposed prices for new or revised products shall be discounted at the same or greater discount level as the original BPA product prices. Proposals shall be submitted to the Contracting Officer within seven (7) days of the BPA holder's awareness of the OEM's intent. Improvement of product includes new releases, updates, upgrades including additional features and functionality, and successor or upgrade products.

23. Suspension. There may be occasions where the Government may suspend ordering (by BLIN up to and including the entire BPA.) If a suspension is announced, the Contractor shall adhere to this suspension by not accepting/processing delivery orders for the suspended item(s).

24. Precedence. The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of the BPA and the Contractor's invoice, the provisions of the BPA will take precedence.

25. BPA Points of Contact.

Contracting Office:

Point of Contact:

Naval Inventory Control Point
Code 0272.15, Building 407
5450 Carlisle Pike
Mechanicsburg, PA 17055-0788

POC: Terri Baxter
Phone: (717) 605-2003
Fax: (717) 605-4600
Email: terri_s_baxter@icpmech.navy.mil

Procuring Contracting Officer (PCO):

Naval Inventory Control Point
Code 0272
5450 Carlisle Pike
Mechanicsburg, PA 17055-0788

PCO: Rod Klinger
Phone: (717) 605-3824
Fax: (717) 605-1951
Email: rodney_L_klinger@icpmech.navy.mil

Program Management Office (PMO):

Program Manager (PM):

DON IT Umbrella Program Management Office
SPAWAR Systems Center San Diego
Code D829
53560 Hull Street
San Diego, CA 92152-5001

PM: Linda Greenwade
Phone: (619) 524-9616
Fax: (619) 524-9678
Email: lindag@spawar.navy.mil

or Alternate Point of Contact:

DON IT Umbrella Program Management Office
SPAWAR Systems Center San Diego
Code D829
53560 Hull Street
San Diego, CA 92152-5001

POC: Barbara Johnson
Phone: (619) 524-9607
Fax: (619) 524-9678
Email: barbaraj@spawar.navy.mil

Financial Management Office (FMO):

SPAWAR Systems Center Charleston
Norfolk Office
Code 645.2, Bldg V-53
P.O. Box 1376
Norfolk, VA 23501-1376

If overnight or express mail is used, the correct address is:

SPAWAR Systems Center Charleston
Norfolk Office
Code 645.2, Bldg V-53
9456 Fourth Avenue
Norfolk, VA 23511-2130

FMO: Jakki Rightmeyer
Phone: (757) 445-1493
Fax: (757) 445-2103
Email: rightmej@spawar.navy.mil

Customer Point of Contact: (To be specified on each order.)

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BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
NAVAL INVENTORY CONTROL POINT

In the spirit of the National Performance Review, the Naval Inventory Control Point (NAVICP) and DLT Solutions, Inc. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract GS-35F-4543G.

Federal Supply Schedule Contract BPAs eliminate contracting and open market costs such as: search for sources, the development of technical documents, solicitations, and the evaluation of bids and offers.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.